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Current Topics.

A Tribute to Mr. Justice O. W. Holmes.

THE MARCH number of *The Harvard Law Review*, which has just come to hand, is almost wholly devoted to paying tribute to Mr. Justice OLIVER WENDELL HOLMES on the occasion of his ninetieth birthday. Despite his weight of years, the venerable judge is, as his chief—Mr. CHARLES E. HUGHES—says "in active and brilliant service in the most important sphere of judicial activity," and every student of the common law on this side as well as on the other side of the Atlantic will gladly join in the tribute thus paid to him to whom we all owe so much. As Chief Justice HUGHES adds, in his brief contribution, "Mr. Justice HOLMES is a prophet of the law. With profound knowledge of the past, his face is ever turned toward the future in an unquenchable eagerness to discern 'with a sure aim the main chance of things as yet not come to life which in their seeds and small beginnings lie entreasured.'" Lord SANKEY, who, with Sir WILLIAM JOWITT and Sir FREDERICK POLLOCK, represents the body of his English admirers, refers to Mr. Justice HOLMES's profound "analytic power, his consummate scholarship, his deep sense of the social welfare," which "have combined to make him a jurist whose name is entitled to rank with those of MANSFIELD, JESSEL and BOWEN." Besides the short tributes to which we have referred, *The Review* contains in addition articles on "Holmes: The Historian," by Mr. THEODORE PLUCKNETT, and "The Early Writings of O. W. HOLMES, Jr.," by Mr. FELIX FRANKFURTER, both of which will be read with interest and satisfaction by all who have felt the spell of the great judge's remarkable volume on "The Common Law." Prefixed to the number of *The Review* is an admirable reproduction of the portrait of the venerable jurist.

The Law in "Scott."

AS IN DICKENS, so also in SCOTT, and in his case to a greater degree, legal questions and legal personalities figure largely. This, of course, is not surprising. SCOTT was a member of the Scots bar, was for many years Sheriff of Selkirkshire concurrently with discharging the duties of Clerk of Session, and the intimate knowledge he possessed of the theory and practice of Scots law enabled him to introduce into his writings with striking effect a goodly number of legal problems and phrases. The most recondite questions of law were by the magic of his genius endowed with a freshness and charm even for those who have had no professional training in their mysteries. In view of the approaching centenary of his death, this, as well as other aspects of his work, is again receiving special attention, particularly from Scottish lawyers who are justly proud of the fact that one of their calling did so much to popularise subjects in which they are professionally interested among those outside their own borders. In the columns of our contemporary, the *Scottish Law Review*, a learned contributor has recently commenced a series of articles in which he examines the legal points emerging in each of the novels. The numerous feudal questions with which "Waverley" is packed have been cited and commented on in detail. Now, in the current issue of the *Review*, the writer has begun the like analysis of the greater effort of SCOTT, namely, "Guy Mannering," in which the legal element is more strongly represented. As part of the plot of that incomparable novel is founded on the famous *Annesley Case* tried in Dublin in the year 1743, the main outlines of that *cause célèbre* are detailed, and the points brought out which SCOTT adapted for the purposes of his narrative. But it is not so much the plot which entrances the reader of "Guy Mannering." That which holds him spell-bound are the pictures of Scottish life, and, more particularly, the graphic portraits of a remarkable group of Scottish lawyers. No one who has read the novel can forget the inimitable Counsellor Pleydell, great in law and great also in his knowledge of human nature, who gave utterance to that lofty view of the intellectual equipment essential for the lawyer who aspires to be something more than a mere mechanic in his vocation. Directing the attention of his visitor, Colonel Mannering, to his well-lined bookshelves where were found not merely professional treatises but an admirable collection of the classics, he said, "These are my tools of trade. A lawyer without history or literature is a mechanic, a mere working mason; if he possesses some knowledge of these, he may venture to call himself an architect." Exactly a hundred years ago, GOETHE, in a conversation with his disciple ECKERMANN, counselled him to read only the best books, and among these he included the writings of SCOTT, which he himself was then re-reading with renewed delight. No better advice could be given, and while all may enjoy SCOTT, those of his own profession will find in his pages a special charm from the skill with which he handles topics which come home to their business and bosoms.

Mr. Tolley's Action.

MR. TOLLEY, who has taken his point to the House of Lords, that he had a legal grievance in the use which J. S. FRY & SONS, LIMITED, the well-known chocolate manufacturers, made of his portrait in advertising their goods, has the satisfaction that his view is confirmed by the highest authority. That the point was a knotty one, however, is obvious from the trail of judicial dissent left by the appeals. It will be remembered that, by way of advertisement, Messrs. FRY published a picture of this eminent golfer, then our amateur champion, making a prodigious drive, with a packet of their chocolate observable as protruding from his pocket, while his caddie delivered a limerick of praise about it. Mr. TOLLEY brought evidence that, both as a member of the Stock Exchange

and of reputable golf clubs, the notion that he received money from Messrs. FRY for their advertisement would be extremely damaging to him. He demanded an apology and retraction from Messrs. FRY, and, failing to obtain them, sued for libel. The defence was that the matter was not libellous. ACTON, J., over-ruled it, and the jury awarded Mr. TOLLEY £1,000. Messrs. FRY appealed, and the Court of Appeal, GREER and SLESSER, L.JJ., dissentiente SCRUTTON, L.J., reversed the decision of ACTON, J., holding also, that, if there was libel, the damages were excessive: see *Tolley* v. *Fry* [1930] 1 K.B. 467. The House of Lords, *The Times*, 24th March, 1931, has now restored ACTON, J.'s ruling as to the subject-matter of the action being libellous, and, there being no appeal as to the excess of the damages, has ordered a new trial exclusively for the assessment of them. From this judgment Lord BLANESBURGH dissented, in the absence of evidence that Mr. TOLLEY's associates on the Stock Exchange and in golf clubs believed that he had been paid. As we pointed out after the first trial, eminent statesmen of all political parties were, during the last election, widely depicted by an enterprising firm as consuming and praising their toffee, but no one would suppose for a moment that they had been paid to do so, or, indeed, that the pictures on the hoardings were anything but imaginary. If the decision leads to better taste and less personal allusion in advertisements, so much the better, but we adhere to our previous observation that it has opened a wide door. It might have been the other way but for the notorious fact that certain "shamateurs" have, in the past at least, lent their names to the implement makers of games for value received (one such accusation is even now pending against a foreigner). Messrs. FRY may perhaps be recommended to consider the example of the late Mr. X, who advertised that he took his own salts when in a fever, and they saved his life. One might wish, however, that some of the pill-makers would take their nostrums to the extent of incapacitating themselves from further advertisement.

"Tied" Houses and Income Tax.

THE PROVISION of tied houses forms in the normal course the principal medium by which the sale of a brewery company's products are promoted and stimulated. The costs incurred in such provision actually form a deduction in estimating the profits, for income tax purposes, of the owning company. Rates, taxes, insurance premiums and the like, although nominally payable by the tenant, are often met out of the funds of the brewery, and the courts have recognised the legitimacy of these deductions (*Usher's Wiltshire Brewery, Ltd.* v. *Bruce* [1915] A.C. 433). Another item which was recognised as a proper ground for deduction is the fact that a lower rent is normally commanded by premises upon which the sale of beer is more or less restricted to that supplied by the owning company, and thus the difference between the annual value as a free house and the rent paid by a "tied" tenant is recognised as an "expenditure" which the company incurs in the normal course of trading. Occasionally, however, premiums are paid by such tenants, with the result that the company receives more than would ordinarily be paid by the tenant of a "free" house. The question raised in *Collyer* (*Inspector of Taxes*) v. *Hoare and Co., Ltd.* [1930] W.N. 223, was whether cases in which rent had been foregone, owing to the imposition of the tie, should be aggregated with those in which premiums had been received. It was not disputed that the premiums were to be taken into account in comparing what the tied tenant had paid with the annual value, or, in other words, estimating what a particular house had "cost," but a right to treat the two classes separately would have put the company in a position to benefit when no aggregate loss in the provision of tied houses had been sustained. The Court of Appeal held that all the houses must be taken together, and that it was only in cases of aggregate loss that the company was entitled to make a deduction.

Criminal Law and Practice.

"FIRST OFFENDERS" AGAIN.—A learned doctor, who is also an honourable member of the Mother of Parliaments, desires legislation "to make it compulsory, and not permissive as at present, for all first offenders charged with an offence which may be tried summarily before magistrates to be dealt with under the Probation of Offenders Act, 1907." This fortunately excludes murder and manslaughter, arson (of most varieties), bigamy and abduction, and other grave matters. But if the desired law were made, the following, among others, would be in the position of a dog entitled to a first bite: any man committing an aggravated assault on a woman or child; the man or woman guilty of cruelty to a child; any person setting fire to a crop of corn or a heath or a wood; any person uttering counterfeit coin; any clerk falsifying accounts; any person stealing a mailbag; any person committing simple larceny, or stealing from a ship, or receiving stolen goods; any person indecently assaulting a child; any person driving a motor car recklessly; any person committing an offence against the bankruptcy laws; and so on to a list which would fill easily one issue of THE SOLICITORS' JOURNAL. Truly we have some wise legislators! The Home Secretary, in reply to this admirable social reformer, merely said that it would be contrary to the principle of our law thus to restrict the discretion of courts to deal with every case on its merits. He ought to have risen up and demolished the questioner with the knife of sarcasm and the bludgeon of common sense.

INCOME TAX AND A TIME LIMIT.—A stipendiary magistrate who, as reported, told the defendant in an income tax case: "The Crown can never be too late. It can collect money from you as long as you have any left," may have correctly dealt with the point raised by that particular defendant, but he should not be taken as laying down a general rule that the time limit does not apply to the Crown as represented by the income tax collector.

The recovery of arrears in courts of summary jurisdiction is regulated by ss. 22, 131 and 153 of the Finance Act, 1918; s. 29 of the Finance Act, 1921; s. 30 of the Finance Act, 1924; s. 18 of the Finance Act, 1925; s. 21 of the Finance Act, 1926; s. 25 of the Finance Act, 1930; and by the Regulations made by the Commissioners of Inland Revenue in 1920 and 1925. The effect is that in a police court the arrears are recoverable as a civil debt. Payment is to be made in the case of half-yearly assessments on 1st January and 1st July, or twenty-one days after service of notice of assessment, whichever is later; after that the time limit of six months under s. 11 of the Summary Jurisdiction Act, 1848, begins to run in cases where proceedings were instituted in a Court of Summary Jurisdiction. By s. 35 of the Summary Jurisdiction Act, 1879, sums recoverable as a civil debt summarily are deemed to be sums for payment of which a court may make an order on complaint; and thus s. 11 of the Act of 1848 is applicable, and complaint must be made within six months of the latest date at which payment became due and payable.

BANK NOTE CASE.

DAMAGES REDUCED.

Waterlow & Sons Limited, the London printers, have obtained, by a majority verdict of the Court of Appeal, a reduction of the damages awarded against them in the action brought by the Bank of Portugal from £569,421 to £300,000.

In his considered judgment, Lord Justice Scrutton accepted the contention of Waterlows' that the proper measure of damages was the mere cost of paper and printing, and fixed the damages at £8,000.

Lords Justices Greer and Slesser, however, took the view that the proper measure of damages was not merely the cost of the paper and printing, but also the face value of the notes called in.

A cross-appeal by the Bank for £80,000 was dismissed.

It is quite possible that the case will now go to the House of Lords.

Observations on Part I of the Housing Act, 1930.

(By H. A. HILL.)

(*Continued from p.* 198.)

COMPULSORY PURCHASE ORDERS—(SECTION 10).

A LOCAL authority who have decided to purchase land comprised in a clearance area may do so by agreement, or they may be authorised to purchase that land compulsorily by means of a *compulsory purchase order*. Compulsory purchase order procedure is not new, but dates back at least to 1907 (see the Small Holdings Act of that year); it was first introduced into housing legislation in the Housing, Town Planning, etc., Act, 1909 (s. 2).

The 1930 Act, however, substitutes the compulsory purchase order procedure for the "scheme" procedure of the 1925 Act (consolidating earlier Acts) in relation to the purchase of land comprised in unhealthy areas. The following are the main points in connexion with such orders: (1) The order must be submitted to the Minister within six months after the date of the resolution declaring the area to be a clearance area; (2) it must be in the form prescribed by the Minister (see the Provisional Rules and Orders, dated 19th August, 1930, issued by the Minister); (3) it must describe by reference to a map the land to which it applies. The practice is to colour such land pink and grey on the map. *Pink* represents land including buildings which are unfit for human habitation or dangerous or injurious to health; *grey* represents land which is included in order that the authority may have an area of convenient size and shape: "*grey* land" takes the place of "*blue* land" under the old procedure; (4) the order must incorporate, subject to certain specified modifications, the Lands Clauses Acts (except ss. 127-132 of the 1845 Act), the Acquisition of Land (Assessment of Compensation) Act, 1919, s. 77 of the Railways Clauses Consolidation Act, 1845, and ss. 78 to 85 of that Act as originally enacted; (5) the order must show what parts, if any, of the land to be purchased compulsorily within the area are to be appropriated for re-housing persons of the working classes; (6) the order must be published in a local newspaper and notice of the making of the order must be served on every owner, lessee and occupier (except tenants for a month or a less period than a month) of any land to which the order relates and, if they can be ascertained, on every mortgagee: this notice must state the time within which objection must be submitted to the Minister; (7) if objections are made and not withdrawn the Minister must hold a local inquiry; (8) the Minister may confirm the order either with or without modifications. Note the provisions in para. 5 (11) of the 2nd Sched. to the Act, which limits the Minister's power of modification. If these limits were to be exceeded by the Minister, the order could be challenged in the manner prescribed in s. 11.

OBJECTIONS TO COMPULSORY PURCHASE ORDER.

Under the old procedure the Minister of Health made a practice of requiring owners to state their grounds of objection to the confirmation of a scheme, but he had no legal right to insist on them doing so. It is important to note that under the new Act he has that legal right and the Minister's inspector, when holding the local inquiry, would be perfectly justified in refusing to allow any ground of objection to be raised which had not been previously notified to the Minister. It is therefore of the utmost importance to give the most careful consideration to the grounds of objection. In the previous article the grounds of objection to the making of a clearance order were touched on, and much of what was there written applies equally to compulsory purchase orders. It may be that the local authority intend to use the land when they have obtained it for some public improvement, and there may be a strong feeling among owners that Housing Act procedure ought not to be used with this object in view. But if the conditions in the area justify its treatment as a clearance area, no legal objection can be raised to the local authority taking this course; it may, however, be mentioned to the Minister.

When the land is to be used for re-housing, the compensation for the land may be reduced very considerably—this will be discussed in detail in the next article—therefore property owners may wish to object that the land should not be used for that purpose. Indeed, it seems contrary to sound financial policy and to good town planning practice to use land in the heart of a city or town for re-housing purposes. Were it not for the operation of the reduction factor, re-housing in such circumstances would, in the majority of cases, be quite out of the question owing to the larger loss which would be incurred. This, again, serves to bring out the injustice of the basis of compensation, for, why should a few property owners, who have, perhaps for a century or more, housed persons of the working classes without imposing any charge whatever on the rates—on the contrary, contributing towards the rates throughout the whole period—be obliged to make a special contribution towards re-housing the working classes in a place where it is uneconomic to re-house them?

In order to avoid losing their property, owners might get together and present a strong case for being allowed to clear the area themselves. As a general rule, however, the two main objections will be (1) that the property in question has been wrongly included in the area and ought to be excluded; (2) that the land in the area ought not to be used for re-housing.

RE-HOUSING.

In view of the fact that the appropriation of the land for re-housing will affect the amount of compensation payable, it is to be regretted that the Legislature has not thought fit to say what it means by this term. Assume that an order were confirmed by the Minister containing a provision regarding re-housing in the following terms: "*The lands numbered* 1 *to* 500 *in Pt. I of the Schedule being lands coloured pink hatched yellow on the said map are to be appropriated for the re-housing of persons of the working classes.*" What would be the effect of such provision? The Minister, in his circular No. 1138, has stated "The actual persons displaced will not necessarily move into the new houses. There will be many cases in which the new houses will be occupied by persons who have vacated other accommodation to which displaced persons will have moved, and there may be many links in this chain of replacement."

From this it would seem that in the opinion of the Minister "re-housing" does not mean simply "re-housing the persons displaced from the area in question in houses erected on that area. It would still be re-housing if persons displaced from another area were moved in."

This may or may not be correct, but can the local authority let any of the houses erected on the site of a clearance area, which has been purchased on the re-housing basis, to persons of the working classes on their ordinary waiting list for houses? Unless the word "re-housing" is to be interpreted to mean "housing," then the answer is in the negative. Supposing, however, that the number of displaced persons willing to be re-housed on the cleared site is insufficient to occupy the new accommodation to the full, can the local authority let the remaining accommodation to persons on their ordinary waiting list? The whole question affords an example of the difficult position in which local authorities may find themselves as a result of an attempt made by the Legislature to deprive citizens of their property at less than its market value.

SECOND SCHEDULE, PARAGRAPH 6.

Attention is now drawn to para. 6 of the 2nd Sched., which provides that "The Minister may confirm an order made in connexion with a clearance area notwithstanding that the

effect of the modifications made by him in excluding any buildings from the clearance area is to sever that area into two or more separate and distinct areas, and in such case the provisions of this Act relating to the effect of an order when confirmed and to the proceedings to be taken subsequent to the compensation thereof shall apply as if those areas formed one clearance area."

These provisions may have an important bearing on the assessment of compensation. Assume a case in which the local authority propose to use the site of an area, in part for re-housing and in part for some other purpose. It may happen that property separating the one part from the other is in such a condition and of such a character that it ought not to be included in the area as "pink" land. If the local authority do not include it as pink land they will divide the area into two with the result that the reduction factor will operate over one area and not over the other.

But if they colour the property "pink" and leave it to the Minister to exclude it on the representations of the owner and to re-include in order to give the authority an area of convenient size and shape, then the reduction factor will operate over the whole site, in a manner which will be explained in the next article. The result, in such circumstances, would be that a number of owners who ought to receive site value for their land will receive something (perhaps as much as 20 per cent.) less than site value. Though this may seem an extraordinary state of affairs, the position would have been more peculiar but for para. 6, for by one owner succeeding in establishing that his property ought to be coloured "grey" instead of "pink," some owners would have their compensation still further reduced below site value, while other owners would benefit by being cut off into a separate area not to be used for re-housing, and would receive site value without any reduction.

(*To be continued.*)

The Rights of Way Bill.

SECTION 2 of the Prescription Act, 1832, provides that if a private right of way shall have been enjoyed for a full period of forty years, the right thereto shall be deemed absolute and indefeasible, unless it shall appear that it was enjoyed by some consent or agreement expressly given for that purpose by deed or writing. This rule, however, does not now apply to a public right of way. The claim of such a right may be defeated by showing that, during the time of enjoyment proved, the premises were not in the actual possession of the freeholder, but of a lessee, who had no power to dedicate against his landlord. *Wood* v. *Veal* (1822), 5 B. & Ald. 434, illustrates this point strikingly, for Little Abingdon Street, Westminster, the subject of the dispute, had been enumerated as one of the public streets of the City, and, as such, lighted, paved and watched at public expense under Act of Parliament in 1771: see 11 Geo. III, c. 23. From 1719 to 1818 the premises had been under lease, and it was held that there could be no dedication in such circumstances against the owner in fee. On the same principle, a tenant for life cannot dedicate land as a public right of way without the consent of the reversioner, except of course through the machinery of the Settled Land Act, 1925, which properly safeguards the reversioner's interest. The position is stated clearly in the summing up to a jury by WILLS, J., in *Eyre* v. *New Forest Highway Board* (1892), 56 J.P. 517, a long and instructive pronouncement in which many points are touched. There appears, however, as stated in the preliminary memorandum to the Bill, doubt whether dedication by a former owner in fee may be presumed in case of continuous enjoyment by the public of a right of way during a long period of settlement. The memorandum states that this view was taken in a recent case, where the dedication was presumed in the case of a highway passing over the estate of the DUKE OF NORFOLK, although that estate had strictly been entailed under statute since 1628. The reference no doubt is to *R.* v. *West Sussex C.C.: Ex parte Arundel Corporation* (1921), 85 J.P. 162, where dedication was presumed before 1628, though proper evidence of user before that date would hardly have been possible. In contrast, in *Roberts* v. *Lovell and James* (1903), 89 L.T. 282, WALTON, J., declined to assume a public right of way over property in settlement since 1810, in the absence of evidence on which he could find a prior dedication, when the *locus in quo* had been subject to settlement since that date. In the above cases there would have been ample evidence to establish a private right of way, and Mr. SIMON has now brought in a Bill intended to provide that the law in respect of the testimony required to prove a public right of way shall be assimilated to that affecting a private right of way or easement. Accordingly, cl. 1 (1) and (2) of the Bill provide for periods of twenty and forty years respectively, after the first of which the presumption of dedication may be rebutted by proof that there was not at any time during the period any person in possession capable of dedicating the way, and after the second of which such presumption can only be rebutted by evidence negativing the intention of dedication. Landowners who wish the public to enjoy access to their lands, but without surrendering their rights, may do so by public notices under cl. 1 (3), and landlords are to have the right to place and maintain such notices on the lands of their tenants. Remaindermen are to be entitled to remedies by action of trespass or injunction to prevent acquisition of a public right of way as if they were in possession. The memorandum does not state why such distinction of rights is made, and the comment lies that the remainderman, without the right of access to the land, might have considerable difficulty in proof of trespass. As the Bill stands, some difficulty might also be caused if the alleged trespassers proved that they were the tenant for life's invitees. The remainderman would be in a fairer position if he were allowed to put up notices where there was reasonable evidence of danger that the full period would run. As an alternative, notice to the local district council might be prescribed, since it has the duty of protecting public rights of way under the Local Government Act, 1894, s. 26.

The Bill does not appear to enlarge the meaning of a right of way, so presumably the cases disallowing the public right to go to a particular spot and back again, such as *Bourke* v. *Davies* (1889), 44 C.D. 110 (the *River Mole Case*) and *Att.-Gen.* v. *Antrobus* [1905] 2 Ch. 188 (Stonehenge), will stand untouched. In the *New Forest Case, supra*, WILLS, J., mentioned that such a right was upheld in a case previously tried by him at Haverfordwest, "to the satisfaction of everybody except the people who lost." No doubt Mr. SIMON is well advised to proceed by one step at a time, but these were narrow decisions, and the public must have lost many beauty spots by their application, in addition to the direct loss of the amenities of the pretty little River Mole.

The matter may perhaps be commended to the attention of Mr. A. P. HERBERT, whose WOOL, J., in "Misleading Cases," has already over-ruled *Blundell* v. *Catterall*, and given leave to the lieges to bathe in the sea from the shore. Parliament might conveniently make a number of the "Misleading Cases" authoritative.

In *Att.-Gen.* v. *Horner* [1913] 2 Ch. 140, maps from the British Museum and the Guildhall were not admitted as evidence of particular facts without further proof. In so deciding, COZENS-HARDY, M.R., prefaced his judgment (p. 153) "Overborne by the weight of authority, and contrary to my own individual opinion of what would be reasonable and just, I feel bound to reject these maps." This passage is quoted in the memorandum to the Bill, which provides by cl. 1 (6) that a court in deciding what is a public way shall take into consideration any map, plan or history of the locality or other

relevant document tendered in evidence, and such weight shall be given thereto as the court or tribunal consider justified by the circumstances, including the antiquity of the tendered document, the status of the person or persons by whom it was made or compiled, its purpose, and the custody in which it has been kept and from which it is produced.

If the Bill is passed, remaindermen and lessors may have to exercise slightly more vigilance than at present in respect of their future rights, but a certain amount of vigilance is already imposed on them in respect of timber and waste generally, and they will suffer no real hardship. On the other hand, the public will gain in the removal of artificial restrictions on proof of public rights of way, and district councils can venture on actions to establish these without the unreasonable handicaps to which they are now occasionally subject.

Company Law and Practice.

LXXI.

THE QUALIFICATION OF DIRECTORS—V.

By way of reminder, if such were needed, Art. 72 (*d*) of Table A provides that the office of director shall be vacated if the director becomes prohibited from being a director by reason of any order made under ss. 217 and 275. These sections have been dealt with at some length in this column in the last two issues; but it may here be mentioned that the power to make these orders arises as a direct result of recommendations to that effect made by the Greene Committee (see their report, pp. 28, 29 and 30).

From this report it appears that the evil with which the committee was particularly concerned, when it made the recommendations which resulted in ss. 217 and 275, was the "filling up" of floating securities by insolvent companies by obtaining goods on credit, with the result that the holder of a floating security (usually the person in control of the company) could appoint a receiver, and, in effect, obtain the benefit of the goods supplied without the necessity of paying for them. This type of dealing was very strongly and adversely commented on by BUCKLEY, J., as he then was, in *Re London Pressed Hinge Co., Ltd.* [1905] 1 Ch. 576. Section 212 of the Companies (Consolidation) Act, 1908, was then introduced, which provided for floating charges being invalid in a winding up, if created within three months of the commencement of the winding up, unless the company could be proved to have been solvent immediately after the creation of the charge, except to the amount of any cash paid to the company at the time of, or subsequently to the creation of, and in consideration for, the charge, together with interest at 5 per cent. per annum. The time of three months before the winding up was thought to be insufficient, and, by s. 266 of the Act of 1929, which is similar to the old s. 212, the time is now six months.

Subject to this raising of the time limit from three to six months, the Greene Committee did not consider that this evil could be dealt with by an alteration of the law relating to floating charges; and thus it is that we get s. 275. This section can hardly be called a departure from principle, but it is interesting to note the failure to cope with a defect in the law relating to companies by acting directly upon the company itself, and the necessity of taking action against an outside person or body; true, it is the outsider who is (or is presumed to be, in the absence of proof to the contrary) in the wrong even if not actually fraudulent, but he is only able to manœuvre himself into such a position by what appears to be a defect in company law as such.

"This form of security (i.e., a floating charge) is too common and important an element in company finance to be interfered with," says the committee; it is to be hoped that the new legislation will in practice remedy the defect against which it was devised. In Scotland, one may observe in passing, there is no such thing known to the law as a floating charge.

On the subject of qualification of a director, the provisions of s. 140 must not be lost sight of: in so far as it deals with the naming of persons as directors in prospectuses or statements in lieu thereof, it does not here concern us, but it also provides that a person shall not be capable of being appointed director of a company by the articles, unless, before the registration of the articles, he has by himself or by his agent authorised in writing (*a*) signed and delivered to the registrar a consent in writing to act; and (*b*) either (i) signed the memorandum for a number of shares not less than his qualification; or (ii) taken from the company and paid or agreed to pay for his qualification shares; or (iii) signed and delivered to the registrar an undertaking in writing to take from the company and pay for his qualification shares; or (iv) made and delivered to the registrar a statutory declaration to the effect that a number of shares, not less than his qualification, are registered in his name.

Thus, if the articles do not impose any obligation to hold shares in order to qualify a person as a director, (*b*) above is not apt, and only a consent in writing is required. A form of consent appears as Form No. 42 in the schedule to the Companies (Forms) Order, 1929; and a footnote to this form issues a reminder that if a director signs by his agent authorised in writing (as, under s. 140, he may do) the authority must be produced.

Section 140 does not, however, apply either to companies not having a share capital, or to private companies; nor yet to a company which was a private company before becoming a public company.

With this provision, the material parts of the Act relating to the qualification have been referred to in this column; and it is here only necessary to add that many articles provide, like Art. 72 (*g*) of Table A, that a director shall vacate his office if he is directly or indirectly interested in any contract with the company or participates in the profits of any contract with the company. Section 149, which deals with the disclosure by directors of their interest in contracts with the company, contains no such disqualification, but merely contains a penalty for non-disclosure.

(*To be continued.*)

A Conveyancer's Diary.

Powers of Sale of Personal Representatives of a Tenant for Life.

In the search for statutory authority for a sale by the personal representatives of a tenant for life to sell, and considering how far, if at all, such a power is conferred by the A.E.A., 1925, I think that it is necessary to keep distinct in one's mind two things which it seems are sometimes confused. I have recently been reading articles by other contributors to legal journals who, although the point may be clear to them, appear not to make it as plain as they might and even to allow themselves to be led into the mistake of confusion.

The point I wish to make is that in the A.E.A., the provisions with regard to the devolution of the estate held by a deceased should be kept distinct from those which confer powers upon the personal representative.

It has often been said, and indeed is confidently asserted by some writers, that the personal representative of a tenant for life gets his power of sale in respect of the settled land in just the same way as he has it conferred upon him with regard to the property which the deceased held beneficially. That apparently was the basis of the judgment in *Re Bridgett and Hayes' Contract*, although it seems to have been assumed without argument or any reason given for it.

Let us see how the matter stands.

By s. 1 (1) "Real estate to which a deceased person was entitled for an interest not ceasing on his death" devolves upon his personal representative, "in like manner as before the commencement of this Act chattels real devolved on the personal representative from time to time of a deceased person."

By s. 3 (1) "real estate" includes real estate held on trust (including settled land). Therefore, so far as regards the devolution of the estate is concerned, s. 1 (1) applies to settled land vested in a tenant for life.

Now turn to s. 2 (1), which is relied upon as conferring a power of sale upon the personal representative of a tenant for life:—

> "Subject to the provisions of this Act, all enactments and rules of law and all jurisdiction of any court with respect to the appointment of administrators or to probate or letters of administration or to dealings before probate in the case of chattels real . . . and all powers, duties, rights, equities and obligations and liabilities of a personal representative in force at the commencement of this Act with respect to chattels real, shall apply and attach to the personal representative and shall have effect with respect to real estate vested in him, and in particular all such powers of disposition and dealing as were before the commencement of this Act exercisable as respects chattels real by the survivor or survivors of two or more personal representatives as well as by a single personal representative, or by all the personal representatives together, shall be exercisable by the personal representatives or representative of the deceased with respect to his real estate."

I cannot read that sub-section as conferring any power upon the personal representative with regard to settled land which devolves upon him on the death of a tenant for life. The sub-section throughout only purports to give such powers as a personal representative had before the Act in relation to chattels real. In the first part of the sub-section there is the general provision that "all enactments, rules of law and all rights, duties," etc., in force at the commencement of the Act regarding chattels real shall apply to real estate. That does not extend to confer upon the personal representative a new power which before the Act he could not have claimed, namely, to sell chattels real which were vested in his testator or intestate as a trustee, although, by the T.A., s. 18 (2), the personal representative would for the time being have the powers of the deceased trustee, which is quite another thing. Then the sub-section goes on to state that "in particular" with respect to real estate, all such powers of disposition, etc., as before the Act, were exercisable by the personal representatives or a sole personal representative with respect to chattels real of the deceased, should be exercisable by the personal representatives or representative "with respect to his real estate." This second part of the sub-section carries the matter no further, but in terms is expressed to apply to "*his* real estate," thereby, to my mind, clearly indicating that it is intended to apply only to the property of the deceased which was *his* and not that of which he was a trustee. I do not wish to place too much importance upon that word "his," although I think it is significant. Apart from that, it seems to me that the whole tenour of the sub-section shows that it is not intended to confer a power upon the personal representative with respect to real estate which before the Act he would not have had regarding chattels real belonging to the deceased beneficially.

I can find no answer to the question, which has been propounded, in s. 2 (1). There is, in my view of it, no justification for the contention that there is in that sub-section any power conferred on the personal representative of a tenant for life to sell the settled land.

I have not seen it suggested that such a power is conferred by any other provision in the A.E.A., and have not myself been able to find any.

We must, therefore, look elsewhere.

Now, it is clear that the legal estate held by a tenant for life, either for a term of years absolute, or in fee simple, is a trust estate, and under the devolution provisions of the A.E.A. passes on his death to his personal representatives. The personal representative holds the estate as a trust estate.

The position of the personal representative is stated in s. 18 (2) of the T.A., 1925, as follows:—

> "Until the appointment of new trustees the personal representatives or representative for the time being of a sole trustee, or, where there were two or more trustees of the last surviving trustee, shall be capable of exercising or performing any power or trust which was given to or capable of being exercised by the sole or last surviving or continuing trustee, or other the trustees or trustee for the time being of the trust."

That, at least, does not give any power to the personal representative as such. It merely enables the personal representative to exercise the powers of the trustee, whatever those powers may be, until new trustees are appointed.

The learned writer of the article in the "Law Times," to which I referred last week, suggests, however, that there may be a power conferred by s. 16 of the T.A.

That suggestion is too interesting to be relegated to the end of an article, and I hope to consider it next week and also to deal with some other matters which my learned friend raised.

Landlord and Tenant Notebook.

Assignor's Right to Indemnity.

The implied right of a tenant to recover from assignees, by way of indemnity, rent or damages he may be called upon to pay has long been established. What is more, it has been fairly satisfactorily defined and illustrated; so that parties who suspect that language was given us to conceal our thoughts may, unless they wish to depart from the recognised position, safely dispense with an express covenant.

The first reported case showing the nature and extent of the right is an anonymous one, decided in 1577, and is to be found in 4 Leon 17. A tenant holding of the Crown had assigned and the assignee had assigned to another, who surrendered to the Queen. The judges held that the original tenant was entitled to sue him who had possessed, for rent "issued out of the land." That a tenant cannot claim in respect of breaches committed by himself before assigning is illustrated by *Hawkins* v. *Sherman* (1828), 3 C. & P. 459. The agreement to assign mentioned no right of indemnity, and though the assignment as endorsed on the lease dealt with the matter, it had not been executed by the assignee; if it had, it could hardly have been construed as having a retrospective effect. The action was for dilapidations, and it was held that the assignee was liable only for those appropriated to the period since the assignment. Evidence that the assignee had paid a small price in view of his alleged liabilities was rejected, the court declining to go beyond the documents. The right of an original tenant to claim against subsequent assignees in respect of breaches of the repairing covenant was affirmed by the Exchequer Chamber in *Moule* v. *Garrett* (1872), L. R. 7 Ex. 101, Cockburn, C.J., saying that the basis of the rule was that an assignee was subject to all liabilities which possession of the estate imposed.

Express covenants, however, have been known to give covenantees an exaggerated sense of security, and to mislead covenantors as to the extent of their responsibilities. Thus the rule that the ordinary covenant does not give the assigning tenant any measure of control over his successor was not definitely established till 1904, though in 1877, in a bankruptcy case, an assignor was refused "liberty to apply" in respect of future breaches: *Lloyd* v. *Dimmack*, 7 Ch. D. 398. In a case

relating to the sale of freeholds subject to restrictive covenant (*Re Poole and Clarke's Contract* [1904] 2 Ch. 173, C.A.), the question arose whether the purchaser was bound to enter into a contract of indemnity in similar terms to that formerly entered into by the vendor, and the court held that he should do so, but directed that the covenant should be prefaced with qualifying words as follows: "With the object and intention of effecting . . . a full and sufficient indemnity . . . but not further or otherwise"; but Vaughan Williams, L.J., said, *obiter*, that in leasehold cases the covenant should receive the same construction as if those words preceded it. It was not long before the *dictum* was applied. In *Harris* v. *Boots Cash Chemists (Southern) Ltd.* [1904] 2 Ch. 376, the defendants had, when purchasing a lease, covenanted with the plaintiff-vendor to observe and perform the covenants and conditions therein and to indemnify him from and against all claims and demands on account of the same. The covenants included one against alterations to the premises, and on the defendants breaking this the plaintiff asked for a mandatory injunction. Warrington, J., held that the covenant went no further than giving an indemnity, and pointed out that no injunction could be obtained by the lessors against the plaintiff. It was, however, suggested that if the covenant of indemnity had not been positive in terms, or rather if the defendants had entered into covenants with the vendor in the same terms as those of the lease, an injunction might have been possible.

In *Gooch* v. *Clutterbuck, Davis Third Party* [1899] 2 Q.B. 148, C.A., the defendant, trustee for an assignee, had assigned to the third party, who covenanted that he would "henceforth pay the rent by the said lease reserved, and also perform the lessee's covenants therein contained, and from the payment and performance thereof respectively will keep indemnified the vendors." A dilapidations notice had been served at the time, and the purchaser was told of this before the completion. The covenant was held to make him liable in respect of past breaches, by Vaughan Williams, L.J., largely on account of its "peculiar wording," i.e., indemnity from performance instead of from actions for non-performance (it might have been argued that "indemnity from performance" did not make sense!), and partly because it related to an obligation which the defendants would not be able to perform after giving up possession. The other members of the court (not following the rule observed in *Hawkins* v. *Sherman, supra*) took into consideration the statement as to disrepair made to the assignee and thought the covenant amounted to saying: "I know that you have not performed the covenant to repair, and I will indemnify you from the performance."

A point not yet covered by authority is the effect of modifications of the lease on the liability of the assignor. In *Baynton* v. *Morgan* (1888), 22 Q.B.D. 74, C.A., it was held that a subsequent surrender of part of the premises did not affect the original tenant's liability for the apportioned rent; but no indication was given as to what would be the position if rent were not apportioned. If an analogy could be drawn between the position of the original tenant and that of a surety for rent, no doubt the ruling of the Court of Appeal in *Holme* v. *Brunskill* (1877), 3 Q.B.D. 495, C.A. (discussed in the "Landlord and Tenant Notebook" of 27th December last, p. 858), would apply; the question would then be determined by reference to the materiality of the modifications and assent of the tenant. But it is clear, from the judgments in *Baynton* v. *Morgan*, that no such analogy is likely to be recognised.

CARDIFF SOLICITORS' DINNER.

Mr. Gordon Williams, the President, took the chair at the dinner of the Cardiff Solicitors' Club at the Park Hotel on Friday last. The chief guests were Mr. A. T. James, K.C. (Chairman of Traffic Commissioners for the South Wales Area), and Mr. W. H. Pethybridge (President of the Cardiff and District Law Society), both of whom responded to the toast of "Our Guests," submitted by the President.

Our County Court Letter.

WIFE'S LIABILITY FOR NECESSARIES.

The difficulty of proving the above was recently illustrated in *Gardiner and Co.* v. *Burton*, at Ipswich County Court, in which £21 3s. 3d. was claimed (as the price of wearing apparel) against a married woman, sued in respect of her separate estate. The plaintiffs' case was that (1) they had debited goods to the defendant for several years, (2) although the accounts were paid by cheques signed "Frank Burton," they first heard of the defendant's husband in July, 1930, through the Official Receiver, (3) they had not proved in the husband's bankruptcy, as he was not their debtor. The defendant's case was that the goods were necessaries, and she had ordered them as agent for her husband, although she owned the house and furniture at 23, St. Peter's-street, which was their recognised address. The plaintiffs pointed out that (*a*) the husband (in his bankruptcy proceedings) had denied living at St. Peter's-street for twelve years, and had given two other addresses, (*b*) the defendant should not have incurred the debt, as her husband had no credit to pledge. His Honour Deputy Judge Rowley Elliston was not satisfied that the latter circumstance was within the defendant's knowledge, as she had always paid with her husband's cheques. In the absence of evidence to displace the rule, viz., that the husband was liable for clothing suitable for the wife's station in life, the claim therefore failed. Compare a County Court Letter entitled "Husband's Liability for Wife's Debts," in our issue of the 6th December, 1930 (74 Sol. J. 813).

PRICE REGULATION AND ORGANISED MARKETING.

In *Vickers* v. *Lincolnshire Beet Sugar Company Limited*, recently heard at Sleaford County Court, the claim was for £9 14s. 6d., being a bonus at 3s. a ton due (in addition to the minimum price) in respect of 64 tons 17 cwt. of beet sugar sold and delivered. The plaintiff's case was that (*a*) the form of contract had been settled in 1925 between the National Farmers Union (of which he was a member) and the beet factory owners; (*b*) the same form had been adopted by the defendant company on its incorporation in 1927; (*c*) the union was the agent for the beet growers in 1925 and for all its members in 1927; (*d*) the plaintiff and the defendant company were therefore bound by the form of contract. The defence was that (1) the tonnage bonus was included in the minimum price, and payment in full had been made to the plaintiff; (2) if, however, he was right in his construction of the latter (cl. 19) this did not express the true intention of the parties, as there had been a material and/or unilateral mistake which gave the defendant company a right to rectification. His Honour Judge Langman (having reserved judgment) interpreted the contract in favour of the plaintiff,

who was therefore entitled to judgment, subject to the defendants' right (if any) to rectification. The latter could only be established on the grounds that the plaintiff (*a*) had constituted the National Farmers Union as his agent, or (*b*) was estopped by his conduct from denying such agency. It was held that, although the plaintiff was willing to take (and had taken) the benefit of the bargaining powers of his union, this did not constitute the union his agent for any purpose, and there was no evidence either of agency or estoppel. The question of mistake did not therefore arise, as rectification could only be claimed if there had been a genuine agreement between the parties or their agents, and the counter-claim therefore failed. It could only have succeeded if the plaintiff had been a party to the original agreement (either directly or through the agency of the National Farmers Union), but, as he was not bound by that agreement, he was entitled to judgment, with costs on Scale C, leave to appeal being given. It transpired that in 1925 the National Farmers Union and the Anglo-Dutch group of factories had agreed that the bonus should be included in the minimum price, but the above judgment would nevertheless affect contracts involving £12,000. The same subject was previously considered in a County Court Letter under the above title in our issue of the 15th November, 1930.

Reviews.

Dr. Johnson and the Administration of Justice. An Address delivered on 13th December, 1930, at the Annual Service at the Church of St. Clement Danes in commemoration of the death of Dr. Johnson. By E. S. Roscoe, Registrar of the Admiralty and Prize Court. London: Stevens and Sons, Limited. 1931. 6d. net.

It is no easy task to pack Dr. Johnson into a nutshell, even a coconut shell, and Mr. Roscoe has not attempted to accomplish it. Within the compass of a brief address on the occasion mentioned on his title page, he has, however, sought to bring before his readers the views entertained by Johnson of the function of the lawyer, and of the spirit in which his duties should be carried out. Always keenly interested in legal matters, and the intimate friend of many who were eminent in the profession, he would, as we know, have liked to have been one of the number; and, possessing all the qualities which make for success in the profession of the advocate—readiness, argumentative skill and quickness in fine distinctions—we may regret that the law was not illuminated by his learning and his powers of reasoning. In "Boswell" a conversation is recorded between Sir William Scott (afterwards Lord Stowell) and Johnson, in which the former said: "What a pity it is, Sir, that you did not follow the profession of the law. You might have been Lord Chancellor of Great Britain, and attained to the dignity of the peerage; and now that the title of Lichfield, your native city, is extinct, you might have had it." To this Johnson answered in an angry tone, "Why will you vex me by suggesting this when it is too late?" We may be sure that the vexation was merely momentary, for Johnson was able to take the troubles of life very philosophically, and if it was not decreed that he should practise law, he at least took a deep interest in the principles which underlay it. Mr. Roscoe has done well to stress the humanitarian side of Johnson's character as illustrated by his views on the state of the criminal law with all its then barbarities. He desired, as Mr. Roscoe says, "a more rational and equitable adaptation of penalties to offences, and that efforts should be made to mitigate the penalties for mere violation of property." Altogether, an exceedingly sympathetic appreciation of Johnson's outlook on law and its administration, well worthy of the occasion of its delivery.

In Lighter Vein.

Trials of Juries.

Mr. Justice Roche's recent protest on behalf of the overworked juries of London and Middlesex was much appreciated by dwellers within those bounds. They have suffered long. Ever since the railway began to undermine the glory of the circuits, the advantages of the Metropolis have often proved irresistible both to solicitors and litigants.

Hawkins, J., tried to check the tendency to carry all possible causes to town by refusing costs to successful plaintiffs who should have kept their quarrels to the assizes. However, as it often happened that where a frugal provincial jury would have awarded but £50 damages, a King's Bench jury gave ten times that amount, loss of costs, in those circumstances, was rather in the nature of an excess profits tax than a deterrent.

The Obliging Marshal.

As may be known to most members of the profession, the one official duty of a judge's marshal (who, in private, of course, must be a tactful fellow, studying his lordship's creature comforts) is to swear in the grand jury. It so happened, however, on one occasion that a petty jury wished to retire, and, the clerk being absent, the judge testily turned to his marshal, muttering, "Hurry up, J——, swear the bailiff! Don't keep me waiting!"

The marshal's memory of the oath was distinctly hazy, and what between confusion and lack of knowledge, the astonished bailiff was sworn something like this: "You shall have this jury in safe custody in some dark and inconvenient place, without bed, light, fire or water; you shall not allow them to speak to anybody, nor shall you speak to them yourself except to tell them what their verdict is to be, and God have mercy on your immortal soul. Take them away!"

Anecdote Repeats Itself.

It appears that an incident recalled not long ago in these columns has repeated itself at Greenwich Police Court. There, Mr. Metcalfe, the magistrate, allowed a man to settle the length of his own sentence. The prisoner asked for seven days so that he could be out for the Lincoln, and seven days he got.

The counterpart of this incident was the occasion when the famous Baron Martin not only reconsidered a prisoner's sentence in answer to his protest, but allowed him to name his own term.

Short Sentences.

"Short sentences are doing more harm than good," said McCardie, J., recently. If there is any analogy between short sentences and short judgments, admirers of this very learned judge's contributions to the law reports will not be surprised at the above opinion.

However, even in the feast of reason that the sage of the King's Bench provided at Lewes Assizes—observations on promises to marry, the law of evidence, the efficiency of the police, and, of course, perjury—this remark is noteworthy. For the opinion is spreading among judges that there are in the main two classes of criminals, those that should go to gaol for a good stretch and those that should not go at all.

In the rough old days, when long sentences all round were the normal thing, the good-hearted Baron Cleasby was probably the first apostle of the short sentence. His mode of address to occupants of the dock was unique. "You are one of the worst men I have ever tried," he would say, but everyone knew what was coming next. "You will be imprisoned for six months."

Mr. Oldham Whittaker (62), of Holland Park-gardens, W., barrister-at-law, left estate of the gross value of £9,862, with net personalty £9,343.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Marriage Settlement—Covenant to Settle a Sum—Non-performance.

Q. 2179. A client of mine consented to be a trustee of an ante-nuptial marriage settlement. I should point out that the other trustee was the father of the intended wife. In the settlement, the husband was to bring in the sum of £300 and to hand over the same to the trustees for investment in trust securities. The moneys in question were not handed over, and my client who was one of the trustees requested the same to be handed over. The husband referred to in the settlement would not, however, hand over the moneys but had (so he said) invested them in his father-in-law's business. My client is worried about this, and he would like to know his exact position. He has not acted in the trusts of the settlement except that he has accepted the trusteeship, and he is desirous of knowing whether it is possible for him to disclaim the trusteeship. I have advised him that it would not be possible for him to retire having regard to the fact that there has been a breach of trust by not handing over the moneys referred to. It has been suggested that the husband referred to in the marriage settlement should give to the trustee (my client) a letter of indemnity disclosing the fact that the moneys referred to in the settlement have not been handed over, but have been invested in the father-in-law's business. I shall be glad to know whether this would be sufficient to protect the trustee in question against any action in the future.

A. The advice given is considered sound. If it can be proved that the husband was able to pay £300 or part of it, the trustee is liable for not getting in the money. See *Maitland* v. *Bateman* (1844), 13 L.J., Ch. 273. The indemnity would only be satisfactory providing the husband was in a position to fulfil it when called upon. If he has a life interest in other property under the settlement, that interest might be impounded by the court to indemnify the trustee, T.A., 1925, s. 62.

Test Action under the Road Traffic Act, 1930.

Q. 2180. We are acting for eight men who were injured when the motor lorry which was taking them to work skidded on a frosty road and overturned on the 2nd January, 1931. The injuries are of a varying nature, but most of them not serious. It is estimated that the amounts claimed will range from £10 to £50. The defendant is a woman (the business being in the wife's name, the husband being an undischarged bankrupt). Neither the woman nor the husband have any means. The men paid a weekly sum to be carried to and from their work. The defendant is insured and an insurance certificate had been issued as required by the Road Traffic Act, 1930. We understand the insurance company have repudiated liability but we do not know upon what grounds. As all the claims will be founded upon the same facts and are identical with the exception of the quantities of damage, should one plaintiff institute proceedings in the first instance to save costs in the event of negligence of the lorry driver not being proved, and in the event of a judgment proving abortive owing to the insurance policy being void? Is it necessary that the defendant should be made bankrupt before the claim can be enforced against the insurance company? Would a judgment for a sum less than £50 be sufficient for this purpose? Is there any way in which the insurance company can be joined as defendants in the first instance?

A. (1) As the damages are different in each case, it will be necessary for the eight men to bring separate actions, whereupon the defendant can apply (under the County Court Rules, Ord. VIII, rr. 2 to 6) for the judge to (*a*) select an action for the purpose of trying the issue, and (*b*) to stay proceedings in the remainder pending the result. The defendant cannot be compelled, however, to make the application, and, as the insurance company are repudiating liability, they may not exercise any right (which may exist under the policy) to direct the conduct of the case for the defendant. It will therefore be advisable for one passenger to sue, and the other seven can await the result before starting their actions, which will doubtless be settled if liability is established.

(2) It will be necessary to make the defendant bankrupt before the claim can be enforced against the insurance company, as the official receiver is the only person who can sue on behalf of the defendant.

(3) A judgment for a sum less than £50 would be insufficient for this purpose, so that it may be necessary to obtain more than one judgment, in order that the aggregate may amount to £50 within the Bankruptcy Act, 1914, s. 4 (1) (*a*).

(4) No.

Investment of Infant's Money.

Q. 2181. Has a county court judge power when investing a fund in the court for the benefit of an infant in 5 per cent. War Loan to instruct the Bank of England to re-invest the income as it accrues, or must the income be transmitted to the Registrar's post office account, and re-invested by the Registrar? See Ord. 35, rr. 1 and 2 of the County Court Practice, r. 65A of the Consolidated Workmen's Compensation Rules, 1913, and Ord. 22, r. 17 (ii) of the Supreme Court.

A. The first and third references do not appear to be applicable, and the reference to r. 65A implies that the fund is in court under the Workmen's Compensation Act. In that event the money should be under the control, not of the Bank of England, but of the Post Office Savings Bank. The investment should therefore be transferred, whereupon the above question will no longer arise.

Landlord and Tenant—Absence of Notice of Assignment.

Q. 2182. By s. 19 (1) (*b*) of the Landlord and Tenant Act, 1927, it is provided that in the case of assignments of leasehold interests of certain quantity no consent or licence shall be required to the assignment despite a proviso to that effect if notice of the transaction is given to the landlord within six months of the transaction being effected. In error, notice was given under that sub-section to a person who was landlord of property adjoining the real landlord, being of the same name as he, and the mistake was not discovered until the statutory six months had expired. A notice was served upon the real landlord after the mistake was discovered and a letter sent therewith pointing out the error. It is now claimed that the assignor does not come under the provisions of the sub-section. Is it your opinion that the six months laid down by statute is an inflexible barrier?

A. The effect of not giving the notice is that a breach of covenant not to assign without notice has been committed. The forfeiture technically incurred (under the usual proviso for re-entry) can be relieved against under L.P.A., 1925, s. 146 (see sub-s. (8)), and under the circumstances mentioned the landlord would be ill-advised to take any proceedings.

Notes of Cases.

House of Lords.

Minister of Health *v.* **The King; *ex parte* Yaffe.**
23rd March.

HOUSING—IMPROVEMENT SCHEME—CONFIRMATION ORDER—*Ultra Vires—Certiorari.*

This was an appeal from a decision of the Court of Appeal ordering a writ of *certiorari* to go to the Minister to bring up an order confirming the Liverpool Improvement Scheme, 1928, to be quashed. The question of public importance raised by the case was whether the confirmation of an improvement scheme, good or bad, by the Minister gave it statutory effect so as to prevent the court from inquiring into it. The Divisional Court held that no question of *ultra vires* could be raised in a court of law. The Court of Appeal held that where a scheme was unauthorised by the Act no order by the Minister in confirmation could have any statutory effect and was liable to be quashed.

Lord DUNEDIN, in delivering judgment, said the proceedings were put in motion by the proprietor of a house in the improvement area which in the plan was coloured pink, which meant that the buildings were considered insanitary, and that he would only be paid for the site value. The ground of his complaint was that there was not a scheme put forward in conformity with the Act, and consequently there was nothing to confirm. The answer was two-fold: (1) that the scheme, having been confirmed by the Minister, his order, by virtue of s. 40 (5) of the Act, had the position of an Act of Parliament and could not be inquired into by the judges; (2) that any blot on the scheme had been cured by the order of the Minister. He thought that the Court of Appeal was right in refusing to decide the case on the ground taken by the Divisional Court. The objections were really two in number: (1) that the scheme did not contain a lay-out plan; (2) that in cl. 5 of the scheme the council was given untrammelled powers, a defect which the Minister had no right to cure. There was, however, no cut-and-dried form in which a scheme must be propounded. On the whole matter he had come to the conclusion that the scheme as confirmed was a good scheme, and that the appeal should be allowed, and that the judgment of the Divisional Court, although on very different grounds, should be restored. The appellant must have his costs in this House and in the Court of Appeal.

Lord WARRINGTON OF CLYFFE, Lord TOMLIN and Lord THANKERTON agreed. Lord RUSSELL OF KILLOWEN differed.

COUNSEL: *The Attorney-General* (Sir William Jowitt, K.C.), *The Solicitor-General* (Sir Stafford Cripps, K.C.) and *W. Bowstead; Sir Leslie Scott*, K.C., *H. A. Hill* and *T. W. Naylor; Cyril Radcliffe.*

SOLICITORS: *Solicitor to Ministry of Health; Few & Co.*, for *J. W. Shield*, Liverpool; *Venn & Co.*, for Town Clerk, Liverpool.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Anglo-Swedish Society *v.* **The Commissioners of Inland Revenue.** Rowlatt, J. 3rd March.

REVENUE—INCOME TAX—TRAVEL ASSOCIATION—INCOME FROM INVESTMENTS—USE OF FUNDS—PROMOTING UNDERSTANDING BETWEEN NATIONS—NOT A CHARITABLE PURPOSE—INCOME TAX ACT, 1918 (8 and 9 Geo. 5, c. 40), s. 37.

This was an appeal by case stated from a decision of the Special Commissioners of Income Tax, who disallowed a claim by the appellants to exemption from income tax under s. 37 of the Income Tax Act, 1918. The claim was in respect of the income from investments of the Swedish Travel Association, which was founded on the 11th July, 1918, and amalgamated with the appellants in 1922. The objects of the Swedish Travel Association were: "The promotion of a closer and more sympathetic understanding between the English and Swedish peoples, to secure which object it is proposed as a first measure to afford opportunities for Swedish journalists to visit the United Kingdom and to study at first hand British modes of thought and British national institutions." The subscriptions that the association received were to be invested as capital, and were not to be used for running expenses, nor distributed in allowances. Out of the annual income travelling expenses were to be allowed to Swedish journalists to enable them to visit the United Kingdom. No subscriber ever received anything by way of profit. The appellants contended that the trustees of the fund were a body of persons or trust established for charitable purposes only, and that the income of the fund was applied to charitable purposes only, and should be exempt from income tax. The Crown submitted that the income should not be so exempted. The Special Commissioners held that the trustees were not a body of persons or trust established for charitable purposes only, and that the income of the fund was not applied to charitable purposes only. They accordingly dismissed the claim.

ROWLATT, J., said that he thought that the trust in question was one of public utility, but it was well settled that not every trust for public utility was a charity. This was a trust to promote an attitude of mind, a view of one nation by another. He could not find that the Statute of Elizabeth was looking at that sort of thing at all. The appeal would be dismissed.

COUNSEL: *J. S. Scrimgeour*, for the appellants; *The Attorney-General* (Sir William Jowitt, K.C.), *J. H. Stamp*, and *R. P. Hills*, for the Crown.

SOLICITORS: *Macdonald, Stacey & Mant; The Solicitor of Inland Revenue.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Rex *v.* **Registrar of Companies; *ex parte* More.**
Lord Hewart, C.J., Swift and Humphreys, JJ. 9th March.

GAMING—LOTTERY—IRISH FREE STATE LOTTERY—SALE OF TICKETS IN ENGLAND—COMPANY FORMED—REGISTRATION REFUSED—ILLEGAL—LOTTERIES ACT, 1823 (4 GEO. 4, c. 60), s. 41.

The court discharged the rule *nisi* granted to John More, calling upon the Registrar of Companies to show cause why a writ of mandamus should not issue commanding him to register pursuant to the Companies Act the memorandum and articles of association of a company called Irish Hospitals Sweeps, Limited. The main object of the company which it was desired to register was to sell and deal in tickets in lotteries authorised by the Government of the Irish Free State. The papers were lodged in the ordinary way with the Registrar of Companies who, however, refused to register the company on the ground that its object was not lawful. The question was whether it was against the law in this country to sell tickets in lotteries which had been authorised by a recent Act of the Free State Parliament to legalise lotteries where a certain percentage of the receipts was given to hospitals. The matter depended on the construction of s. 41 of the Lotteries Act, 1823, which prohibited the sale of tickets in any lottery, "except such as are or shall be authorised by this or some other Act of Parliament."

Lord HEWART, C.J., said that there was one short and sufficient answer, among others, namely, that the words in s. 41, "by this or some other Act of Parliament," were not the same as "by Act of this or some other Parliament." The rule would, therefore, be discharged.

SWIFT and HUMPHREYS, JJ., agreed.

COUNSEL: *The Attorney-General* (Sir William Jowitt, K.C.), and *Wilfrid Lewis*, showed cause against the rule; *Gilbert Beyfus* and *Claude Duveen* supported the rule.

SOLICITORS: *Solicitor to the Board of Trade; Arthur Benjamin & Cohen.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

The Law Society.

HONOURS EXAMINATIONS.

Final Examination.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 9th and 10th March, 1931 :—

Farrar Morson Addison, Herbert John Hampden Alpass, Evan Lloyd Amphlett, Archibald Bacon, William Brookes Bagnall, James William Baldon, Charles Barratt, Reginald Francis Beardow, James Beesley, Edith Elfrida Mary Bell, John George Arscott Bickford, Arthur Samuel Bishop, Cyril George Barnett Blanthorne, Eric William Richard Bolden, M.A. Cantab., Arthur Alan Bottomley, Stuart Edwin Bridgwater, George Harold Brinkworth, LL.B. London, Joseph Bulman, Henry Stephen Burr, John Steele Carr, Kenneth Herbert Chapman, Wilfred Harry Clark, Richard Lennox Clarke, Richard Brewitt Clayton, Arthur Coates, B.A. Cantab., Leslie Cockayne, Thomas William Cockeram, Eric Hartland Colley, James Leslie Conway, Basil Norman Cooper, John David Cowen, B.A. Oxon, Basil Claude Cowper, Sybil Constance Crerar, Walter Sydney Curnock. Thomas Alan Davey, Arthur Howell Davies, William Brynmor Davies, Leonard Walter Devereux, Alec James Drake, Issacher Barnett Ellin, Robert Townson Ellis, Hopkin Walter Evans, Philip Henry Rees Evans, John Edmondson Exton, Robert Cecil Jebb Few, John Beer Fogaty, Edward Forster, George Wilson Forsyth, John Furness, Walter Edwin George, Thomas Charles Gibson, Charles Rupert Gillett, Cyril Edwin Glasspool, LL.B. Liverpool, Alexander Pringle Lawrence Glen, William Henry Withers Goddard, B.A. Cantab., Charles Haddon Redvers Gray, Cynthia Bettine Great Rex, Edward Frederick Power Green, Hilda Muriel Annie Greenwood, John Garson Romeril Griggs, Frank Hall, Lionel Alfred Keith Hall, Leon Thevenard Halliday, Alan Junius Gower Hardwicke, Brian Cedric Harward, Melville Southall Perry Hathway, Lawrence Francis Hesp Hawkins, Reginald Hegan, David Arthur Hippisley, George Hodgson, Richard Henry Hooper, Wilfrid Spencer Hopper, Edward James Howson, Cadivor Hugh James, Ronald Owen Jenkins, Clement Rosser John, John Gilbert Jones, Owen Griffith Jones, Ernest Edward Kemp, John Placid King, Archibald Claude Kingswell, Roger Kirkup, Hugh David Kitching, Charles Macadam Bagehot Kite, Cho Yiu Kwan, LL.B. London, Peter Hingkai Kwok, George Denis Lant, Sidney Richard Latham, Ernest Cooke Lee, Alexander Francis Leest, William George Luckock, LL.B. Birmingham, William Alban Lunn, Bernard Vincent Lynskey, George Alan MacDonald, Arthur Mozley Kemp Martin, Norman Barr Martin, Philip Edward George Mather, John Ivor Morgan, William David Morgan, The Hon. Michael Morris, M.A. Cantab., Robert Clement Morrison, Nevill Herbert New, Douglas Charles Martyn Nicholls, Hyvan Carr Norcott, Frank North, Francis Paul Northover, B.A. Oxon, Alan Edward Oliver, John Lefroy Owen, Hayward Parrott, James Vincent Pilling, Owen George Pratt, David Dunsford Price, George Ainsworth Reeves, Edward John Rendle, Dudley Richmond-Jones, Henry Paul Rivers, Robert Robinson, Harry Percy Roe, Albert Benjamin Rogers, Hywel Samuel Rennalt Rogers, Henry Rogers-Lewis, B.A. Cantab., William Noël Rowe, Leslie Hamilton Rowland, Hugh John Rowlands, Gordon Alexander Egerton Ruck, B.A. Cantab., John Raymond Scott, Eric Searle, Cyril Wilfred Shawcross, M.A. Cantab., LL.B. Manchester, Arthur Shortt, B.Sc. Durham, Alfred Ernest Shrimpton, Patrick Ian Manson Sinton, Harold Fletcher Slack, Eric Pope Smith, Samuel Soames, B.A. Oxon, Edward Hampson Stansfield, George Eric Stelfox, Richard Kelsey Stevens, John Stanley Stevenson, Edward John Stewart, LL.B. London, Philip Beeley Storrs, B.A. Cantab., Benjamin Barrow Strong, Francis Felkin Stunt, LL.B. London, Reginald Gerald Swales, Lawrence Cecil Symons, Charles Robert Taylor, Leslie Wallace Terry, Lilian Irene Myfanwy Thomas, Philip Bernard Thomas, George Malcolm Chadwick Thompson, John Christie Ticehurst, John Stephen Tredinnick, John Ernest Pitts Tucker, Arthur Tustin, Arthur Wainwright, Roderick Noel Duncan Walker, Henry Charles Wanstall, Stuart Whitehouse, Percy Arthur Whiting, William Whittle, Robert William Francis Wilberforce, B.A. Oxon, Alwyn Jones Williams, John Llewellyn Williams, Claud Hamilton Hayman Winston, Cosmo William Wright.

No. of Candidates, 210. Passed, 164.

The Council have awarded the following Prizes : To Wilfred Harry Clark, who served his Articles of Clerkship with Mr. Roland Waldegrave Atchley, of the firm of Messrs. Badham, Comins & Sloman, of London, the Sheffield Prize (founded by Arthur Wightman, Esq.), value about £35. To William Brookes Bagnall, who served his Articles of Clerkship with Mr. Edward Evershed, of the firm of Messrs. Evershed and Tomkinson, of Birmingham, the John Mackrell Prize, value about £13.

Intermediate Examination.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 11th and 12th March, 1931. A candidate is not obliged to take both parts of the Examination at the same time.

First Class.

Richard William Hilary Elsden, Arthur Henry Gregory, Charles Harris, Alwin John Harriss, Carol Alfred Johnson, Raymond Kent Lamplugh, Ewart Kenneth Martell, Edgar Carmichael Robbins, Alfred Dudley Vickers.

Passed.

Albert Leslie Roope Adams, Arthur Frederick Allen, Tom Dudley Ottiwell Anderton, B.A. Cantab., Harold Bell Arkle, Robert Arkwright, Herbert Reginald Ashley, Frederick Norman Ball, Robert Edward Ball, John Hardy Bentley, Alan Edward Berrisford, Philip Binnes, Joseph Anstie Blackham, Leslie Mitchell Burton, Traviss Carter, Robert Sydney Clegg, Leslie Lyon Cobley, Richard Maclaurin Costain, Bryan Woodrow Cross, Howel William Davies, Abraham Herman Davis, Willoughby Nevil Davis, B.A. Cantab., Harold Driver, Brian Hutton Dulanty, Leslie Stanley Duplock, Margaret Sibthorpe Eales, Frederick Walter Edmonds, Eric William Eldridge, Harold Owen Elias, Francis Martin Emmet, Norman Trevor Fedrick, Robinson Ferguson, John Haigh Fielden, Edward Randolph Footring, James Gourlay Freeland, B.L. Glasgow, Herbert George Frost, John Noel Fryer, Geoffrey Edward Evans George, Harry Glass, Frank Edward Gore Graham, Frederick Robin Hamp, Alan John Harrington, William Albert Hedges, Ian Thomson Henderson, B.A. Oxon, Cuthbert Eric Herbert, Thomas Donald Hilton, Robert Crispin Holt, Lancelot Rudsdale Jefferson, Philip William Farrington Labrum, Ernest Norman Larke, Vernon Lawrence, Cyril Leathes, George Oliver Lynn, Richard Lynn, Hugh Kelly Mackinder, Archie Henry Chancellor Male, Kenneth Willis Mason, John Neilsen Mead, Jehu Mills, Leonard Frederick Norris, John Smith Nuttall, Walter Arthur Munday Oram, Francis Hugh O'Reilly, Anthony Parsons, George Patrick O'Neill Pearson, Wilfrid Douglas Pelling, Patrick Haber Pepper, Edmund Pickles, John Kenworthy Platt, Harold Browning Portnell, Richard Lindsay Wilson Prentice, Leslie Ranson, Victor Arthur Rendell, Daniel Scott Rowe, James Norman Rushton, Edward Syer Saywell, Walter Basil Sirr Sheldon, Robert Gordon Lennox Simpson, John Morton Slack, George Edward Smith, Robert Stanley Hope Smith, Ariel Lionel Solomon, Richard Valentine Stapleton, Joseph Shepherd Stoney, Douglas Dilworth Thompson, John Alexander Thompson, Alfred John Turner Thomson, George Southcote Townsend, William Walsh, John Compton Warner, B.A. Oxon, Geoffrey Royce Webb, Edward Atkinson Williams, B.A. Oxon, Henry Wolstenholme, Edith Woodforth, Frank Arthur Wootton, Douglas William Yates.

The following candidates have passed the legal portion only :—

Eric Minter Allen, Henry Yarborough Anderson, John William Arscott, Lydia Josephine Horton Baker, Arthur Bennison, John Charles Holland Beswick, B.A. Cantab., Arthur Christopher Halsey Bircham, B.A. Oxon, Oswald Cargill, Edward Billinghurst Chester, Joseph Gregory Buxton Coogan, M.A. Cantab., William Henry David Crawford, William Healy Darbyshire, James Rufus Dyer, Charles Edwin Edwards, Harry McKenzie Fraser, Roy Broadbent Fuller, Charles Hugh Geering, Arthur Douglas Ariel Gillett, Richard Allen Golding, Norman Cyril Goodridge, Edward David Gosschalk, Eric Creighton Halton, Edward Harper, Douglas Hazard Harris, George Macpherson Heard, Eric Heaversedge, Harold Richardson Herbert, B.A. Oxon, Derrick Arnold Holliger, William Thomas Jackson, Bertram David Jacobs, Thomas Graham Vincent Johns, George Herbert Borthwick Jones-Lloyd, Edward Stanislaus Colyer Kendall, Thomas Kenyon, Gerald le Blount Kidd, Robert Jasper Stuart King, Alec Lifton, Kenneth Gordon Seys Llewellyn, Harold Morgan Lloyd, Wilfred Lucking Malley, B.A. Cantab., George Edward Marriott, Claude Geoffrey Metson, Bernard Cave Mitchell, Philip James Monkman, George King Morgan, Herbert Trevor Morgan, Wilfred Rutley Mowll, Denis Neill, George Stonehouse Nicholson, Thomas Somerville Pascall, Frederick John Oliver, Prescott, B.A. Oxon, John William Pumfrey, David Rapoport, Ralph Walter Rye, B.A. Cantab., George William Shersby, Graham Thomas Sidney Sirrell, Ernest Smith, Geoffrey Leslie Smith, William James Lockhart Smith, Dudley Sorrell, Henry Nevill Spencer, Joshua Lander Steed, John Dinsdale Stokeld, Max Geoffrey Strelling, Philip Stenning Swatman, Daniel Alun Roberts Thomas, Henry Thorpe, Seymour Tylke,

Edmund Uttley, Richard Aubrey Wade, David Walters, Joan Whadcoat, William Jolliffe Whitewood, Dorothy Joan Williams, Robert Thomas Williams, Wilfrid Francis Williamson, Eric Vincent Alfred Wiseman, Davies Worth, Alfred Worthington, James Yates.

No. of candidates, 273. Passed, 184.

The following candidates have passed the Trust Accounts and Bookkeeping portion only :—

Cyril John Milford Abbott, LL.B. Sheffield, James Martin Abell, Benjamin Rhodes Armitage, B.A. Cantab., Eric Ormerod Ashton, B.A. Cantab., Henry Godfrey Asplin, B.A. Cantab., Charles Aukin, LL.B. London, Leonard Bamforth, Samuel Bard, John Arnold Payse Bartlett, John Reinagle Barwell, Eric George Bates, B.A. Cantab., Francis Charles Shaw Bayliss, B.A. Oxon, Morris Bennett, LL.B. London, Benjamin Berkoff, B.A. Cantab., Borack Berkson, LL.B. Liverpool, Laurence Edward Berry, George Billington, Arthur John Bird, B.A. Cantab., Alfred Blundell, B.A. Oxon, Harold Edgar Bold, Alfred Charles Bradbury, Ronald Bathurst Brown, Edward Chandos Brydges, B.A., B.C.L. Oxon, Edward James Henderson Burnett, Ben Canter, Robert Arthur Waycott Chaff, David McKinnan Chalmers, B.A. Cantab., John Cherry, M.A. Cantab., Basil Hallas Clark, John Oliver Clark, Frederick Cockroft, B.A. Durham, Archibald George Albert Cole, Hyman Cole, LL.B. Leeds, Hyman Coleman, LL.B. Liverpool, Elizabeth Conway, Clifford Cowling, Ronald Victor Fleming Crooks, B.A. Oxon, Bertram Cupit, Arthur John Davey, Gerald Wyndham Davey, John Mansel Davies, Frank Dumpleton, Robert Elmhirst, Kenneth Stanley Dacre Ennion, Keith David Erskine, Elwyn Evans, Geoffery Harry Leonard Evans, Douglas Eric Gyselman Fearn, John Middleton Freeman, Robert Scott Freeman, Robert Meredith Gamble, John Gardner, Lewis Gassman, Eustace Stephenson Gillett, B.A. Oxon, Clifford Roy Glenny, Philip Frederic Goodall, B.A. Oxon, Robert Ian Graham, John Henry Green, Ronald Manley Greenhalgh, LL.B., Manchester, Ronald Greville-Heygate, B.A., LL.B. Cantab., Kaufman Haimovich, LL.B. London, Revell Clayton Hannah, Wilfred William Hawkins, Desmond Heap, LL.B. Manchester, John William Horsford Hodgson, Richard Seton Hood, B.A. Cantab., Thomas Reginald Ibbetson, Vivian Horswill Jackson, Arthur Reginald Jeans, Howard Sydney Johnson, George Edwin Sibbering Jones, Tom Jones, B.A. Oxon, Richard Herbert Kendal, B.A. Oxon, John Alexander Kerly, Edward Kenneth King, B.A. Cantab., George Ingram Barty King, B.A. Cantab., Grindy Clement Kirk, Hubert Frederick Knight, Vladimir Kravanja, LL.B. London, James Norman Balliol Lainé, B.A. Oxon, Ralph Herbert Lane, Alice Dorothea Sophia Large, Eric Gordon Lawrence, Arnold Derek Arthur Lawson, Guy Leggatt, B.A. Cantab., Jack Levi, Stanley Walter Light, Ronald Littlewood-Clarke, B.A., B.C.L. Oxon, John Emrys Lloyd, B.A. Cantab., Walter Frederick Lyons, LL.B. London, Charles Donald McDonald, Raymond Arthur McKenzie, William McNamara, Patrick MacMahon Mahon, Henry Earle Manisty, B.A. Cantab., Leslie John March, LL.B. London, John William Marsh, B.A. Cantab., Robert Mathew, John Sale Collingwood Maughan, B.A. Cantab., Stephen Fenwick Mill, David Herbert Milne, John Barrett Milne, Ralph Ommanney Moore, B.A. Oxon, James Leslie Muckle, Alastair Cameron Munro, B.A. Oxon, Cyril Geoffrey Nelson, Francis Kay Newton, LL.B. Manchester, Samuel Philip Oliver, James Barnard Frederick Orchard, B.A. Oxon, John Edward Leader Orpen, B.A. Cantab., Derek John Osborne, John William Leslie Partridge, George Edward Payne, Frederick Burton Pearce, Charles Oscar Perry, B.A. Cantab., Geoffrey Phillippo, Denys Montagu Roper Piesse, Mary Louise Prellé, LL.B. Liverpool, George Pyman, B.A., LL.B. Cantab., Hubert Parry Rawlinson, Abraham Eric Richardson, Charles Pulford Roberts, LL.B. Liverpool, Benjamin Robinson, Esmond Richard Roney, B.A. Oxon, George Harold Malcolm Scatliff, Frederic Stanley Scott, Bernard Simmonds, Allan Guy Worsley Smith, Laurence Goodeve Smith, B.A., LL.B. Cantab., Ralph James Dalziel Smith, Walter Smith, Richard Deiniol Steele, B.A. Cantab., Isidor Stern, LL.B. Liverpool, Robert Henry Dugdale Sykes, Cyril Francis Thatcher, Bernard Louis Anthony Thomas, William Gordon Thompstone, LL.B. Manchester, Hubert Wethered Thorn, Harry Trott, John Cuthbert Middelton Tucker, B.A. Oxon, Charles Hodson Wareing, LL.B. Birmingham, Harold Gardener Wheeler, John Manners Whitley, B.A. Cantab., Robert Davie Whittingham, B.A. Cantab., Evan David Wilde, Emrys Williams, LL.B. Wales, Kenneth Eliot Williams, Norman Owen Williams, B.A. Oxon, Robert Mostyn Williams, Edward Fabyan Windeatt, Charles Edward Wood, Ross Woodley, Emrys Wynne.

No. of candidates, 334. Passed, 257.

Societies.

The Association of County Court Registrars.

ANNUAL MEETING.

The Annual Meeting of members of this Association was held on 27th March, at The Law Society's Hall, the chair being taken by the President, Mr. A. O. Jennings. He proposed the adoption of the report and accounts and commented on legislation affecting county courts during the past year. An important point in the new County Court Rules was that the registrar was given power to diminish as well as to increase the scale allowance of witnesses. A new rule had laid down that an undischarged bankrupt must obtain leave from the bankruptcy court before becoming a director of a company. There had been some doubt whether the leave should be obtained from the county court, but the Association had expressed the opinion that the application should be made in bankruptcy, and this had been confirmed. The work of the county courts was steadily increasing, but, owing to the policy of grouping courts, the number of registrars was diminishing and the membership and finance of the Association were being reduced. The committee would, however, carry on its work as in the past as long as possible. Large figures had recently been quoted for the number of persons imprisoned for debt; in actual fact, during the whole of the year 1929 only 3,400 debtors had gone to prison, and over 800 of these had been discharged without serving their whole time. The motion was seconded by Mr. H. H. Payne, Hon. Secretary and Treasurer, who said that, as a result of careful economy, they were carrying forward a balance just double that of last year. Mr. Jennings was re-elected President and Mr. F. F. Smith and Mr. F. W. Cooke, Vice-Presidents. Mr. Alleyne Brown and Mr. F. G. Glanfield were re-elected, and Mr. C. Charlesworth was elected, ordinary members of the committee, and Mr. W. Dell was re-elected the extraordinary member to represent the Metropolitan Courts. The President announced the publication of the twenty-fourth volume of "Practice Notes," of which the Association was very proud and which were widely used as books of reference.

Mr. R. H. Beaumont raised the subject of summonses brought by hire-purchase traders against members of the labouring classes in courts distant from the debtor's home. He thought much hardship was done by suing poor people in places where their circumstances were not known, and that the original local function of the county courts was being lost. Mr. A. D. Minton-Senhouse remarked that a stay of execution could always be referred to the court in the applicant's own district, and Mr. Dell that a default summons could not be issued against any member of the working classes. The President said that the matter was under consideration, but that the debtor was supposed to be protected by the personal attention of the registrar to the affidavit. If the creditor were compelled to go to a distant court, it would impose a heavy burden of costs on the debtor. Mr. D. S. A. McMurtrie said that it was very difficult to maintain personal supervision over affidavits and that a registrar of a distant court might be unable to avoid inflicting great hardship.

Mr. C. Squire brought up the subject of the execution of warrants and the three months' limit. The President replied that this was a grievance, but could only be altered by Act of Parliament.

Law Society Cricket Club.

The annual general meeting of the above club was held at The Law Society's Hall on Thursday, the 19th of March, at 6.15 p.m.

After the passing of the accounts, the following were elected officers for 1931: Captain, A. H. Cole; Vice-Captain, F. R. Hamp; Treasurer, I. McIlwraith; Secretary, L. D. Gordon.

The Secretary reported that *The News of the World* had again placed at the disposal of the club for the forthcoming season the use of their cricket ground at Fair Green, Mitcham. Special team practices would be held on every Thursday evening throughout the season, commencing at 5.30 p.m. The first practice would be held on Thursday, the 23rd April.

A full list of fixtures had been obtained and included games with the various colleges at Oxford and Cambridge and with a number of the first-class London clubs. In addition, the Committee were arranging a cricket tour on the South Coast during the month of August. Matches were being arranged with such clubs as Folkestone, Broadstairs, Eastbourne and Littlehampton, and with certain clubs in Cornwall and Devon.

Persons desirous of becoming members should communicate with the Secretary, Louis D. Gordon, 11 & 12, St. James's Place, London, S.W.1, from whom all particulars can be obtained.

Parliamentary News.

Progress of Bills.

House of Lords.

House of Commons (Disqualification) Bill.
Read the Third Time and passed. [27th March.

London Passenger Transport Bill.
Referred to a Select Committee of both Houses. [27th March.

Wills and Intestacies (Family Maintenance) Bill.
Referred to a Joint Committee of both Houses. [27th March.

House of Commons.

Consolidated Fund (No. 2) Act.
Royal Assent [27th March.

Acquisition of Land (Assessment of Compensation) (Scotland) Act, 1931.
Royal Assent [27th March.

Metropolitan Police (Staff Superannuation and Police Fund) Act, 1931.
Royal Assent [27th March.

New Junction Canal Act, 1931.
Royal Assent [27th March.

Ecclesiastical Commissioners (Loans for Church Training Colleges) Measure, 1931.
Royal Assent [27th March.

Improvement of Live Stock (Licensing of Bulls) Bill.
Read a Second Time and committed. [27th March.

Questions to Ministers.

House of Commons.

RATE ASSESSMENT APPEALS.

In reply to Mr. JAMES HALL, the UNDER-SECRETARY OF STATE FOR THE HOME DEPARTMENT (Mr. Short) said: I have been asked to reply to this question. Outside London no deposit is required to be made by ratepayers wishing to appeal against the decision of a local assessment committee. In London, the deposit of a lump sum is optional on the part of the appellant; he may, if he prefers, enter into a recognisance with sureties. The only function of my right hon. Friend is to approve orders submitted to him by the justices in assessment sessions for the purpose of regulating appeals to the justices under the relevant statute. My right hon. Friend is taking steps to bring my hon. Friend's suggestion to the notice of the justices for their consideration. [23rd March.

COMPANIES ACT.

In reply to Sir BERTRAM FALLE and Rear-Admiral SUETER, Mr. W. GRAHAM said: Section 110 of the Companies Act, 1929, allows a company twenty-eight days for the completion of the returns; it is not possible until the end of January to compile a list of the companies which are in default in respect of the preceding calendar year. During February all the companies referred to in the questions were requested by the Registrar to file the returns. All those that have not filed the return have been reported to the solicitor for such action as may be necessary, except in those cases in which the Registrar is in correspondence with the company regarding an incomplete return, or the company is in process of dissolution. The number of cases in which the return has not yet been filed is now less than 400. [24th March.

PERMANENT COURT OF INTERNATIONAL JUSTICE.

In reply to Mr. MANDER, Mr. DALTON said: My right hon. Friend (the Secretary of State for Foreign Affairs) has asked the Registrar of the Permanent Court of International Justice, to supply particulars of cases now awaiting consideration, and will communicate them to the hon. Member when received. [25th March.

MILK AND DAIRIES ORDER.

In reply to Mr. MCSHANE, Miss LAWRENCE said: My right hon. Friend (the Minister of Health) has received resolutions from the councils of several county boroughs with regard to the amendment of the Milk and Dairies (Consolidation) Act, 1915, and the Milk and Dairies Order, 1926, and will consider the same in consultation with my right hon. Friend, the Minister of Agriculture. [25th March.

Legal Notes and News.

Honours and Appointments.

Mr. E. B. GIBSON, solicitor, the Deputy Town Clerk, is recommended by the Finance Committee of the Sheffield Corporation to succeed Sir William Hart as Town Clerk. Mr. Gibson, who has been acting as Town Clerk since Sir William's retirement, was admitted in 1908.

Mr. G. HALLIWELL WALKER, solicitor, Blackpool, has been appointed a Notary Public. He was admitted in 1922.

Mr. WILLIAM USHER, B.A., LL.B., Senior Assistant Solicitor in the office of the Town Clerk of Sunderland (Mr. Henry Craven, O.B.E.), has been appointed Assistant Solicitor in the office of Mr. A. M. Oliver, O.B.E., M.A., Town Clerk of Newcastle-upon-Tyne. Mr. Usher was admitted in 1925.

Wills and Bequests.

Sir James Urquhart, LL.D., solicitor, of Broughty Ferry West, Dundee, who died on 31st July, aged sixty-six, left unsettled personal estate in Great Britain valued at £922, in addition to trust funds in England.

Mr. Robert Scholes, solicitor, of Manchester and of Heaton Mersey, left estate of the gross value of £14,086, with net personalty £8,950.

Mr. Frederick Joseph Mogg Gould, solicitor, of Hampstead, N.W., and of Clement's Inn, W.C., died on 2nd February, leaving estate of the value of £143,742, with net personalty £125,989. He gives: Annuities of £50 each to Sarah Cox and Horace Ford, if still in his service.

WOMAN PROBATION OFFICER FOR OLD BAILEY.

The work of Miss Green as probation officer at the Central Criminal Court has been recognised by the Home Office, who have appointed her as permanent full-time probation officer. She will also look after jurywomen and women witnesses in need of attention. A recent suggestion of Mr. Justice Swift may be recalled. When a woman witness fainted he observed that there should be a permanent woman official attached to the court.

THE CANCER HOSPITAL (FREE).

PHOTOGRAPHING THE STOMACH.

The Committee of the above hospital have purchased the Gastro-Photor, the amazing new instrument for photographing the stomach, and its possibilities are being investigated.

It is expected that this instrument will render possible a big advance in the early diagnosis of internal cancer, thus affording treatment every chance of curing the disease.

The Gastro-Photor consists of a camera which can be swallowed. Attached to the camera is a powerful electric lamp connected with an ordinary lighting circuit. By a most ingeniously contrived transformer any current can be used—direct or alternating, from 100 to 250 volts. As soon as the camera is inside the stomach the film is exposed by pressing a button. Another button is then pressed and the lamp flashes a light of 1,200 candle power for one-hundredth of a second. Finally, the first button is released to close the camera, which is then withdrawn from the stomach. The operation occupies no more than 60 seconds.

LAW OF CHEQUES.

The International Conference for the unification of laws of bills of exchange, promissory notes and cheques, which has been sitting at Geneva since 23rd February, under the presidency of M. Limburg (Netherlands), has adopted various acts for the unification of laws of the Continental type regarding cheques. (For many years it has been recognised that it is only possible to unify laws of the Continental type, without touching those of the Anglo-Saxon type).

The conference was attended by twenty-six States, including Great Britain, and also by representatives of various international bodies. The four texts adopted include:—(1) A convention providing uniform regulations for cheques (with a protocol, annexes, and a final act); (2) a convention for the settlement of certain conflicts of laws in connexion with cheques (with a protocol); (3) a convention on the stamp laws in connexion with cheques (with a protocol); (4) the final act of the conference.

These texts, like those adopted in connexion with bills of exchange and promissory notes in June, 1930, were signed at the close of the conference. Great Britain signed only the stamp convention.

Sir Herbert Nield, K.C., Deputy Chairman of the Middlesex Sessions, on the 23rd March opened the new Brentford Police Court which has been reconstructed at a cost of £15,000.

High Court of Justice.

EASTER VACATION, 1931.

NOTICE.

There will be no sitting in court during the Easter Vacation.

During the Easter vacation, all applications "which may require to be immediately or promptly heard, are to be made to The Honourable Mr. Justice Humphreys."

The Honourable Mr. Justice Humphreys will act as Vacation Judge from Thursday, 2nd April, to Monday, 13th April, 1931, both days inclusive. His Lordship will sit in King's Bench Judges' Chambers on Thursday, 9th April, at half-past ten. On other days within the above period, applications in urgent matters may be made to his Lordship, personally or by post.

When applications are made by post the brief of counsel should be sent to the Judge, by post or rail prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C.2."

The papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

Chancery Registrars' Chambers,
Royal Courts of Justice.
April, 1931.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May 1930) 3%. Next London Stock Exchange Settlement Thursday, 9th April, 1931.

	Middle Price 30 Mar. 1931.	Flat Interest Yield.			Approximate Yield with redemption		
English Government Securities.		£	s.	d.	£	s.	d.
Consols 4% 1957 or after	89½	4	9	5	—		
Consols 2½%	56½	4	8	6	—		
War Loan 5% 1929-47	104	4	16	2	—		
War Loan 4½% 1925-45	101	4	9	1	4	8	0
Funding 4% Loan 1960-90	91xd	4	7	11	4	8	0
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	95	4	4	3	4	5	3
Conversion 5% Loan 1944-64	104xd	4	16	3	4	14	8
Conversion 4½% Loan 1940-44	101	4	9	1	4	8	0
Conversion 3½% Loan 1961	78½	4	9	2	—		
Local Loans 3% Stock 1912 or after	66	4	10	11	—		
Bank Stock	262½xd	4	11	5	—		
India 4½% 1950-55	81½	5	10	5	5	18	2
India 3½%	58½	5	19	8	—		
India 3%	49½	6	1	3	—		
Sudan 4½% 1939-73	99	4	10	11	4	11	0
Sudan 4% 1974	90	4	8	11	4	11	6
Transvaal Government 3% 1923-53 (Guaranteed by Brit. Govt. Estimated life 15 yrs.)	86½	3	9	4	3	18	0
Colonial Securities.							
Canada 3% 1938	91	3	5	11	4	8	6
Cape of Good Hope 4% 1916-36	95xd	4	4	3	5	1	0
Cape of Good Hope 3½% 1929-49	84	4	3	4	4	16	6
Ceylon 5% 1960-70	102	4	18	0	4	17	6
*Commonwealth of Australia 5% 1945-75	75	6	13	4	6	15	0
Gold Coast 4½% 1956	99	4	10	11	4	11	4
Jamaica 4½% 1941-71	97xd	4	12	9	4	13	3
Natal 4% 1937	95	4	4	3	4	19	0
*New South Wales 4½% 1935-1945	61	7	7	7	9	2	7
*New South Wales 5% 1945-65	65	7	13	10	8	2	6
New Zealand 4½% 1945	93½	4	16	3	5	3	3
New Zealand 5% 1946	99½	5	0	6	5	1	0
Nigeria 5% 1950-60	103	4	17	1	4	16	0
*Queensland 5% 1940-60	70	7	2	10	7	10	6
South Africa 5% 1945-75	102	4	18	0	4	17	9
*South Australia 5% 1945-75	68	7	7	1	7	18	3
*Tasmania 5% 1945-75	73	6	17	0	7	8	0
*Victoria 5% 1945-75	68	7	7	1	7	18	3
*West Australia 5% 1945-75	68	7	7	1	7	18	3
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	66	4	10	11	—		
Birmingham 5% 1946-56	103	4	17	1	4	16	0
Cardiff 5% 1945-65	101	4	19	0	4	18	9
Croydon 3% 1940-60	75	4	0	0	4	11	0
Hastings 5% 1947-67	102	4	18	0	4	17	6
Hull 3½% 1925-55	82	4	5	4	—		
Liverpool 3½% Redeemable by agreement with holders or by purchase	76	4	12	1	—		
London City 2½% Consolidated Stock after 1920 at option of Corporation	57	4	7	9	—		
London City 3% Consolidated Stock after 1920 at option of Corporation	66	4	10	11	—		
Metropolitan Water Board 3% "A" 1963-2003	66	4	9	7	—		
Do. do. 3% "B" 1934-2003	67	4	9	7	—		
Middlesex C.C. 3½% 1927-47	86	4	1	5	4	14	6
Newcastle 3½% Irredeemable	76	4	12	1	—		
Nottingham 3% Irredeemable	66	4	10	11	—		
Stockton 5% 1946-66	103	4	17	1	4	16	6
Wolverhampton 5% 1946-56	103	4	17	1	4	14	10
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	83½	4	15	10	—		
Gt. Western Railway 5% Rent Charge	100½	4	19	6	—		
Gt. Western Rly. 5% Preference	90½	5	10	6	—		
L. & N.E. Rly. 4% Debenture	75	5	6	8	—		
L. & N.E. Rly. 4% 1st Guaranteed	69½	5	15	2	—		
L. & N.E. Rly. 4% 1st Preference	50½xd	7	18	5	—		
L. Mid. & Scot. Rly. 4% Debenture	76½	5	14	7	—		
L. Mid. & Scot. Rly. 4% Guaranteed	71	5	12	8	—		
L. Mid. & Scot. Rly. 4% Preference	50½	7	18	5	—		
Southern Railway 4% Debenture	79½	5	0	8	—		
Southern Railway 5% Guaranteed	98½	5	1	6	—		
Southern Railway 5% Preference	86½	5	15	7	—		

*The prices of Australian stocks are nominal—dealings being now usually a matter of negotiation.

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